

## ***Booking Terms: The Cottages At Eastmoor Farm***

**These Booking Conditions, Health & Safety Information and Useful Information contained on our web site will form the basis of your agreement with us. (The Words us or we refer to the private villa owner on the booking form)They apply only to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform as applicable as part of our agreement with you..**

In these Booking Conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control. Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our agreement with you is prevented or affected by, or you otherwise suffer any damage or loss as a result of force majeure.

### ***Section A – Conditions applicable to all bookings***

**1.** To make a booking, you must supply us with a minimum of your Email address and your Mobile Phone Number. When you make a booking you guarantee that you have the authority to accept and do accept on behalf of all members of your party, the terms of these booking conditions. The first named person on the booking will be the party leader and will be responsible for making all payments due to us. He/she must be at least 18. To confirm your reservation, you must pay the appropriate deposit (or full payment if booking within 30 days of Stay), If the arrangements you wish to book are available, we will issue a confirmation letter. A binding agreement will come into existence between us when we confirm receipt of deposit to the party leader. Until then we shall be under no liability to you whatsoever. If we are unable to accept your booking we shall return your deposit immediately. Please note we accept no liability for any item/arrangement not confirmed on our invoice. The balance of the Stay fee and the refundable bond. ( If we have requested a bond during booking) must be paid 30 Days prior to your stay or at the time of booking if within 30 days. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 2 below will become payable.

***We do not accept bookings from Hen Or Stag Parties. If any bookings are made for such parties or the party size exceeds the original booking form we reserve the right to deny access and no refund will be given.***

English Law will apply to our agreement and to any dispute or claim which arises between us out of it. Any such dispute or claim must be dealt with by the Courts of England and Wales. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

#### ***(a) Accommodation & Rental Period***

Your accommodation is reserved from **3pm** on the day of your arrival until **10am** on the day of your departure. We will however try to be flexible depending on your arrival times and the arrival / departure times of the next / previous guests. All guest are kindly requested to leave the accommodation in the condition in which they found it and take good care of the property and surroundings ensuring that the behaviour of anyone in the party does not cause nuisance or disturbance to other people in the vicinity. The 3 Cottages are all in close proximity and the outside space is shared, so please be respectful of this

#### ***(b) Cleaning Services***

All bed linen and House towels are provided and the Cottage will be thoroughly cleaned prior to your arrival. If your stay is more than 10 days towels and linen will be changed weekly. Mid term cleans can be organised at your request and are payable locally. If the Cottage is left in a Dirty state we reserve the right to charge Extra for cleaning and this will be taken from your bond or will be invoiced to you directly

#### ***(c) Inventory / Keys***

An inventory of all cottage items will be done prior to arrival, and again after your departure. Any shortfall or damage (excluding minor damage broken glass cup etc ) will be notified to you the deducted from you security deposit. Keys will be collected from a Key safe at the cottage, and should be left in the safe on your departure. The key has on it the plastic fob to open the electric gate  
Lost keys will be charged at £50

## 2. Cancellation by you

If you or a member of your party needs to cancel your confirmed arrangements, the party leader must immediately advise us in writing by , e-mail, text or whats app. Your notice of cancellation will take effect when it is received at our offices. As we incur costs from the time we confirm your booking, we will levy the following cancellation charges:-

Outside 30 days of Stay date loss of deposit

Less Than 30 Days 100% loss of Payment

If we can re let the cottage we will however refund the lower amount of 50% of your fee or 50% of the difference in cost we received through new booking

Cancellation charges are based on the total amount due. Cancellation charges are sometimes reclaimable on your insurance policy..

## 3. Amendments by you

If, after we have given confirmation of your booking, you wish to alter any of the arrangements made, we will do our best to accommodate your wishes and will do so in most cases free of charge but reserve the right to charge an admin fee of £15, along with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers.. A change of Stay date will be treated as a cancellation of your booking and the appropriate charges will apply. If outside the 30 day period your deposit can be used against a new booking

## 4. Website and brochure Accuracy

***Important note: the information and prices shown on the website and in our brochure may have changed by the time you come to book your arrangements. Although we make every effort to ensure the accuracy of the information and prices at the time of publishing, regrettably errors do occasionally occur. You must therefore ensure you check the price and all other details of your chosen arrangements with us at the time of booking.***

All information on the websites on which we advertise and our brochure has been compiled from up to date details and we have taken care to ensure that it is accurate. There may however be occasions when an advertised facility is either modified or not available. Such situations may be dictated by local circumstances, necessity for maintenance, water shortages, unsuitable weather conditions, fuel shortages, power cuts and other circumstances beyond our control. If we are advised of this, then we will of course inform you as soon as possible, but we cannot be held liable in such circumstances. It is also important to remember that some facilities, such as shops, restaurants,

Furniture may sometimes vary from brochure or website photographs. Please visit our website for latest photography and most up to date property information. If a particular facility offered in our villa is essential to the booking of your holiday, please ensure that we are made aware of this at the time of booking. Please note that at all times, the information on our website supersedes that in our brochure.

## 5. Building Works

From time to time, building work and its associated noise is unavoidable. Although we do not expect any works as the immediate complex is complete we do not control such work, and we do not receive advance notice of when it will begin. Where we are aware of such building work, we will notify you as soon as possible if we think that said works will affect your holiday.

## 6. Complaints

Should you have a problem on your stay, it is a condition of booking with us that you must report it immediately Any verbal notification must be confirmed in writing as soon as possible.

We must be given the opportunity to resolve any issues brought to our attention and allowances be made by you for any local conditions regarding the reasonable amount of time taken to rectify the problem.

Compensation payments will only be considered where it is proven that any reported problem had a prolonged or major impact on the enjoyment of the Stay booked. It is not acceptable to make a serious complaint after you have come home if we were not clearly made aware of the severity of your concerns. It is therefore extremely important that if you have a complaint that is seriously affecting your stay, you must write down brief details during your stay and present it to us.

If you wish to pursue your complaint all complaints must be made in writing through the party leader, and no other members of the party, to the management within 14 days of your return home. Any claims made more than 30 days after your return date will not be considered. Except in respect of claims involving death and personal injury, failure to follow these procedures, communicated only through the lead party, will reduce or extinguish any rights you may have to claim compensation from us or any relevant supplier.

## 7. Cottage Conditions

### (a) Security Deposit

***A Security Deposit of £200 is sometimes requested, we have the right to refuse any booking that refuses to pay a security deposit when requested. This May be used used to protect cottage owners or local suppliers against any breakages, loss, damage, unpaid local charges, additional housekeeping and any other charges. Where applicable, the cost of the Security Deposit will be included on your booking form and payable with your booking costs. This amount will be refunded to you within 14 days of your leaving date less any damage, losses, unpaid bills etc. In the event of substantial damage/abuse to a cottage, you will have to leave and find alternative accommodation at your own cost. Should the Security Deposit prove inadequate to fully cover any costs that arise, then we reserve the right to invoice you for immediate payment.***

## 8. Behaviour & Nuisance ( Inc pet Nuisance)

We reserve the right in our absolute discretion to terminate your Stay if your behaviour is likely, in our opinion or that of our Representatives or suppliers, to cause distress, damage, annoyance or danger to our representatives or to any third party, or their property or If your behaviour is considered nuisance to others in close proximity on the complex, We will impose full cancellation charges and will not give any refunds. Furthermore, we will be under no obligation whatsoever to pay you compensation or cover any costs you may incur as a result of having to make alternative arrangements. We reserve the right to refuse any bookings that we think will be a nuisance to the owner. The same terms apply if any pet you have during the stay proves to be a nuisance or noise nuisance to any neighbours or other guests.

## 9. Travel Insurance

We strongly advise take out travel insurance therefore it will automatically be assumed that you have taken out your own travel insurance policy from the moment that you have booked your holiday. It is your responsibility to do this. Please read your policy and take it with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

## 11. Special needs and requirements

Our Cottages may not be ideally suited for clients with disabilities. If you have a disability and need specific answers to specific questions, then you must ensure that this has been put in writing to us and that we have included these details on your final confirmation / invoice. We are unable to take any responsibility for the lack of suitable facilities without knowing your requirements. If we reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, we will not confirm the booking or, if full details are not given at the time of booking, cancel when we become aware of these details.

## 12. Special requests

If you wish to make a special request, you must do so at the time of booking. We will try to pass any reasonable requests on to the relevant supplier but we cannot guarantee that requests will be met. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. Please note we accept no liability for any item/arrangement not confirmed on our invoice.

## 13. Cottage Occupancy

The number of occupants must be stated on the booking and the number of pets and children, unless previously agreed this is the number of guests who are permitted to stay in the cottage overnight

## 17. General

It is the client's responsibility to ensure that all their travel documentation (such as flight tickets, car hire vouchers, insurance policy documents, directions to the Cottage etc) are in order. Please check them carefully. All telephone calls made or received by us may be recorded for training and quality purposes.

#### **18. Our Liability**

- (1) We promise that your holiday arrangements will be made, performed or provided with reasonable skill and care.
- (2) We will not be responsible for any injury, illness, death, loss, damage, expense, cost or other claim of any description whatsoever which results from: - -the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or -the act(s) and/or omission(s) of a third party not connected with the provision of your arrangements and which were unforeseeable or unavoidable or 'force majeure' as defined above.
- (3) We limit the maximum amount we may have to pay you for any claims you may make against us. For all claims which do not involve death or personal injury, the maximum amount we will have to pay you if we are found liable to you on any basis is the price paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.
- (4) We accept no liability for intermittent failure of public supplies or utilities such as water or electricity over which we have no control, nor of sewage systems, plumbing or mechanical equipment in villas, but shall use our best endeavours to arrange prompt repairs where possible.
- (5) Please note that we do not offer compensation resulting from activities of theft or accept any liabilities for such matters both in or around the villa or in the resort.
- (6) If you are ill or injured whilst on holiday, you must, in addition to reporting your illness to our Villa Representative, consult a local doctor and also consult your GP on return to the UK. Should you then wish to make a claim against us as a result of your illness or injury, you must provide us with details of both the local doctor whom you saw, and your GP, together with written authority for us to obtain a medical report from both of those doctors.
- (7) If you choose to issue court proceedings against us (subject to your compliance with our complaints procedure), then you must do so within two years of your return home. If we accept any liability or are adjudged to have for a claim that you make, you must assign to us any rights that you may have against any of our servants, agents or suppliers who are in any way responsible for the failure of your holiday or any death or personal injury you may suffer. You must also co-operate with us in any claim. Other than that set out above and as detailed elsewhere in these booking conditions we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your holiday.
- (8) We will not accept responsibility for services or facilities which do not form part of our agreement or Page where they are not advertised on our website or in our brochure. For example any excursion you book whilst away, or any service or facility or any other supplier agrees to provide for you.
- (9) We do not accept liability for (1) any damage, loss, expense or other sum(s) of any description which, based on the information you gave us at the time of booking, we could not have foreseen you would suffer or incur if we breached our contract with you; (2) any business losses.

#### **19. Changes by us**

It is unlikely that we will have to make any changes to your booking, but we do plan the arrangements many months in advance. We therefore reserve the right to change the particulars and prices shown in these web pages and in our printed brochure, in which case we will tell you before confirming your booking. Occasionally changes may have to be made after a confirmation invoice has been issued, and we reserve the right to make changes at any time. If there is a major change to your arrangements (i.e. a change of cottage ) we will inform you as soon as reasonably possible if there is time before departure and will offer you alternative accommodation. Where this is cheaper we will refund the difference but where it is more expensive you will have to pay the difference, or cancel your arrangements and receive a full refund, but no compensation will be offered. If, before departure, there is a minor change, we will do our best to inform you in advance although we are under no obligation to do so, nor are we obliged to pay compensation.

#### **20. Our liability to you**

Please read all the above terms as they state our liability to you

## Reference The Cottages At Eastmoor Farm.

# ***Covid 19 Policy***

*As we are living in the unprecedented times we have due to covid-19 we have adapted our policies in line with government policies. To give you peace of mind during your stay we have implemented the following procedures*

- *• Antibacterial hand wash is available in the Cottages for your use and Antibacterial sprays are supplied under the sink*
- *• Extra care taken when cleaning “High Touch Areas” such as light switches, TV Remote Control, Door Handles Etc.*
- *• We will respect social distancing. We will be as hands on or hands off as you wish on your arrival and during your stay.*
- *• Please Remove all your rubbish from the Cottage before you leave and put in the bins provided.*
- *• Please inform us if you test positive for Covid during your stay, or show any symptoms of the virus during your stay, so we can delay the next guests and fully fog disinfect the whole property.*